

SMS TEXTING FOR REAL ESTATE CRMS

SendMate vs. RealtyJuggler: A Practical Compliance Field Guide

Not legal advice. Written for agents choosing between texting tools. Last verified July 2026.

A Quick Summary

RealtyJuggler’s approach to texting is called “SMS Chat,” which involves sending individual messages to one person at a time in a live back-and-forth conversation thread. It’s like texting from your phone, except it’s built directly into your CRM. Some CRMs automate text message sending through time-released sequencing and bulk sending. One example of such a product is SendMate, an add-on for Follow Up Boss (FUB) CRM. SendMate automatically selects contacts from your Follow Up Boss database and releases text messages at random time delays, making it appear as if the messages are being sent by a human.

While these distinctions might seem nuanced, each approach has vastly different permission requirements. Automated tools like SendMate have stricter consent requirements, making them nearly impossible to use legally.

How These Systems Actually Work

	RealtyJuggler (SMS Chat)	SendMate (Automated Texting)
Who sends each message?	You, by hand, one message at a time	Software, automatically, from a queue of tasks
When are they sent?	Instantly, when you click “Send”	On a schedule configured with randomized “human-like” timing
Does it send without you?	No, you must initiate each message	Yes, built to run unattended, 24/7, on a dedicated computer
Intended recipient(s)	Individuals with prior existing relationships	Bulk lists of contacts based on your task assignments
Is it a real conversation?	Yes, this is a two-way conversation just like a text on your phone	It's a release mechanism for one-way communication, not a live chat

Choosing the Right Approach

There are two specific factors that determine the level of compliance risk with any given text:

- Did a human compose and send the message in real-time, or did your CRM release a canned text message from a queue?
- Do you have a prior existing relationship with the recipient, business or otherwise, and did the recipient contact you first?

When you use your CRM to compose and send a text message to someone you already know, you are in full compliance with federal regulations and existing guidelines from the phone carriers. This is treated the same as if you sent an acquaintance a text message from your mobile phone.

But when you use your CRM to send an automated text message, the Federal Communications Commission (FCC) and the recipient's mobile carrier look at that message differently. They consider that message to be part of a marketing

campaign: **In that case, you must have prior written permission BEFORE sending your first text message.**

Risk level	Situation	What you need before texting
Low	You send a text message to someone who contacted you first, or you reach out to someone who you have worked with in the past 18 months.	Nothing extra. The relationship itself is your permission. ¹
Medium	You send a text message an old lead you haven't communicated with in at least 18-months.	You must maintain a record of how and when you got their number, and what type of information they consented to receive when they provided it to you.
High	You send an automated text message from your CRM.	You must have a written record of consent from the recipient before you send that first text. ²³

How Mobile Carriers View Automated Text Messages

Mobile carriers use spam filters to protect their subscribers from unwanted text message solicitations. Spam filters are trained to watch for patterns in message volume, uniformity of message content, and the number of complaints. Automated tools like SendMate that send similar text messages are far more likely to trigger spam filters. “Human-like” pacing changes the timing of text messages, but spam filters see through this tactic quite easily.

If someone reports one of your text messages as spam, your phone number and the message's recent content are reported to the mobile carrier for review. Spam complaints are tied to your phone number, regardless of whether the text is sent by CRM or a human. RealtyJuggler's low-volume, two-way, reply-driven SMS Chats appear as ordinary conversations to spam filters and mobile carriers.

If your phone number is filtered or blocked as a result of an automated marketing campaign, it can prevent or block your regular text communications to your active clients. This is why Follow Up Boss doesn't include automated and bulk texting directly in its product, and these features are only available as a third-party add-on from SendMate.⁴

¹The FCC calls this an “established business relationship”: a purchase or transaction in the last 18 months, or an inquiry in the last 3 months, that hasn't been cut off by an opt-out. 47 C.F.R. § 64.1200(f)(2).

²In 2012 the FCC ruled that automated or prerecorded telemarketing texts and calls to cell phones need written consent, even when the sender already has a business relationship with the recipient. FCC Order 12-143 (2012).

³The rules on this point are actively moving. The Supreme Court narrowed what counts as an “autodialer” in 2021 (Facebook, Inc. v. Duguid), a federal appeals court struck down a related FCC consent rule in 2025, and a different appeals court ruled in February 2026 that oral consent can be enough in Texas, Louisiana, and Mississippi (Bradford v. Sovereign Pest Control of TX, Inc., 5th Cir. 2026). None of this has changed the safest practice: get it in writing before the first automated message, unless your attorney tells you your state's law allows otherwise.

⁴In 2012 the FCC ruled that automated or prerecorded telemarketing texts and calls to cell phones need written consent, even when the sender already has a business relationship with the recipient. FCC Order 12-143 (2012).

Side-by-Side Snapshot

	RealtyJuggler	SendMate
How texts are sent	Text message chat message written by you, but sent using Twilio service.	Separate desktop app that connects to your Follow Up Boss account and sends on your behalf
Follow Up Boss's position	N/A: Not a Follow Up Boss add-on	FUB deliberately leaves drip/mass texting out of its own product to protect your number's reputation, and directs bulk-texting needs to outside tools at the user's own risk.
If your number gets flagged	Low volume, two-way traffic looks like ordinary conversation to carrier spam filters	Bulk, patterned release from one number reads like a marketing campaign to carriers, even with randomized timing
Who's on the hook if a recipient complains or sues	You are. Just like any text you send from your own phone	You are. SendMate's terms say it doesn't review your recipients or messages, and require you to cover its legal costs if a claim arises from your use. ⁵

The Cost of Getting It Wrong

Federal law sets damages at \$500 per unwanted text, and up to \$1,500 if a court decides the sender knew better. That's per message, not per campaign.⁶ Ten automated texts sent to one wrong number could mean up to \$15,000 in liability before attorney's fees. A manual SMS Chat reply to a lead who just texted you essentially carries none of the risk, because your initial message was solicited.

Before You Send an Automated Text

Run through this mental checklist before turning on any automated texting, or before texting someone you haven't spoken to in a while:

1. Did this person contact me first, or have I done business with them in roughly the last 18 months?
2. Am I personally sending this one message right now, or is a program going to send it on my behalf at a later time?
3. If a program is sending it, do I have a dated record of how and when this person agreed to receive automated texts, and what kind of information they consented to receive from me?
4. Is it between 8 a.m. and 9 p.m. in the recipient's time zone?
5. Does this person have the ability to opt out by replying STOP, and will doing so actually prevent future messages from being sent to them?
6. Would I be comfortable defending this message to my broker, my phone carrier, or to a judge in court?

⁵mysendmate.com Terms of Service, §6 ("SendMate does not control, review, or approve your communications, recipients, or messaging practices") and §18 (indemnification for TCPA and similar claims). Accessed July 2026.

⁶47 U.S.C. § 227(b)(3) — statutory damages of \$500 per violation, up to \$1,500 if a court finds the violation knowing or willful. Damages apply per message, not per campaign.

A Moving Target

Telephone Consumer Protection Act (TCPA) consent rules have changed multiple times over the past two years and remain the subject of active litigation in multiple courts (see footnote 3 above). What's accurate today may not hold in six months, and rules may vary by state. Treat this guide as a snapshot as of July 2026, not a permanent rulebook. Check with your broker's compliance resource or an attorney before setting up any automated texting program.

Bottom Line

For everyday follow-up with people you already know or who've already reached out, RealtyJuggler's manual SMS Chat model is the lower-risk choice. It relies on relationships and your best judgment, without requiring written permission before sending a text message. Automated tools like SendMate aren't inherently unlawful, but they shift the burden onto you to maintain and adhere to precise consent records that a manual, relationship-based conversation doesn't require in the first place.

Disclaimer

This guide summarizes publicly available rules and vendor materials as of July 2026 and is not a substitute for advice from a licensed attorney familiar with your state's rules and your brokerage's policies.